

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

EON CORP. IP HOLDINGS, LLC,

Plaintiff,

v.

Civil Action No. 6:08-cv-00385

SKYTEL CORPORATION,  
SMARTSYNCH, INC., USA MOBILITY,  
INC., AMERICAN MESSAGING  
SERVICES, LLC, ALL PAGE OF  
HOUSTON, LLC, INILEX, INC.,  
ALARM.COM INCORPORATED, FOOD  
AUTOMATION – SERVICE  
TECHNIQUES, INC., VILLAGE  
SOFTWARE, INC., SKYGUARD, LLC,  
VEHICLE MANUFACTURERS, INC.,  
HONEYWELL HOMMED, LLC,  
NIGHTHAWK SYSTEMS, INC., BRINK'S  
HOME SECURITY, INC., CARRIER  
CORPORATION, BECKWITH ELECTRIC  
CO., INC., DATAONLINE, LLC, MWA  
INTELLIGENCE, INC., and COMSOFT  
CORPORATION,

Defendants.

**DEFENDANT INILEX, INC.'S ANSWER TO THE FIRST AMENDED COMPLAINT**

Defendant Inilex, Inc. (“Inilex”), for its answer to Plaintiff’s Complaint, admits, denies and affirmatively alleges as follows:

**Parties**

1. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint and therefore denies the same.
2. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint and therefore denies the same.

3. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint and therefore denies the same.
4. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint and therefore denies the same.
5. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint and therefore denies the same.
6. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint and therefore denies the same.
7. Inilex admits that its principal place of business is at 125 W. Gemini Drive, Suite E19-20, Tempe, Arizona 85283. Inilex admits that in the past it has sold to customers in Texas devices that use a two-way communication network to provide messaging and/or telemetry services. The remaining allegations contained in paragraph 7 of the Complaint call for a legal conclusion and therefore require no response. Inilex denies the remaining allegations contained in paragraph 7 of the Complaint.
8. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint and therefore denies the same.
9. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and therefore denies the same.
10. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint and therefore denies the same.
11. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and therefore denies the same.

12. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and therefore denies the same.
13. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and therefore denies the same.
14. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint and therefore denies the same.
15. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint and therefore denies the same.
16. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint and therefore denies the same.
17. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint and therefore denies the same.
18. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint and therefore denies the same.
19. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and therefore denies the same.
20. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint and therefore denies the same.

**Jurisdiction and Venue**

21. Inilex admits the allegations contained in paragraph 21 of the Complaint.
22. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and therefore denies the same.

23. Inilex admits that it has conducted business in the State of Texas and that its products have been purchased by consumers in Texas, but denies the remaining allegations contained in paragraph 23 of the Complaint.

24. Inilex denies the allegations contained in paragraph 24 of the Complaint.

25. Inilex admits that on February 7, 1995, the USPTO issued the ‘101 Patent entitled “Interactive Nationwide Data Service Communication System for Stationary and Mobile Battery Operated Subscriber Units.” But, Inilex denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 25 of the Complaint and therefore denies the same.

26. Inilex admits that on January 2, 1996, the USPTO issued the ‘546 Patent entitled “Interactive Nationwide Data Service Communication System for Stationary and Mobile Battery Operated Subscriber Units.” But, Inilex denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 26 of the Complaint and therefore denies the same.

27. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint and therefore denies the same.

28. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint and therefore denies the same.

29. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint and therefore denies the same.

30. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint and therefore denies the same.

31. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint and therefore denies the same.
32. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the Complaint and therefore denies the same.
33. Inilex denies the allegations contained in paragraph 33 of the Complaint.
34. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint and therefore denies the same.
35. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint and therefore denies the same.
36. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint and therefore denies the same.
37. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint and therefore denies the same.
38. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint and therefore denies the same.
39. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint and therefore denies the same.
40. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint and therefore denies the same.
41. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint and therefore denies the same.
42. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint and therefore denies the same.

43. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint and therefore denies the same.
44. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint and therefore denies the same.
45. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint and therefore denies the same.
46. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint and therefore denies the same.
47. Inilex denies the allegations contained in paragraph 47 of the Complaint.
48. Inilex denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint and therefore denies the same.
49. Inilex denies the allegations contained in paragraph 49 of the Complaint.
50. Except as expressly admitted herein, Inilex denies all allegations of the Complaint.

**FIRST AFFIRMATIVE DEFENSE**

51. Plaintiff's Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

52. Plaintiff's claims are barred, in whole or in part, because the claims of the Plaintiff's patents are invalid under 35 U.S.C. §§ 101, 102, 103, 112 and/or 251.

**THIRD AFFIRMATIVE DEFENSE**

53. Inilex does not infringe plaintiff's patents, literally or under the doctrine of equivalents.

**FOURTH AFFIRMATIVE DEFENSE**

54. Inilex is not a contributory infringer of Plaintiff's patents.

**FIFTH AFFIRMATIVE DEFENSE**

55. Inilex has not induced infringement of Plaintiff's patents.

**SIXTH AFFIRMATIVE DEFENSE**

56. This Defendant is not liable for infringement of Plaintiff's patents.

**SEVENTH AFFIRMATIVE DEFENSE**

57. Plaintiff's Complaint is barred in whole or in part by the doctrine of waiver.

**EIGHTH AFFIRMATIVE DEFENSE**

58. Plaintiff's Complaint is barred in whole or in part by the doctrines of laches and/or estoppel.

**NINTH AFFIRMATIVE DEFENSE**

59. Inilex reserves all affirmative defenses under Rule 8(c) of the Federal Rules of Civil Procedure, the Patent Laws of the United States and any other defenses, at law or in equity, that may now exist or in the future be available based on discovery and further factual investigation in this case.

DATED this 12th day of February, 2009,

*/s/ Eric J. Cassidy*

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ATTORNEYS FOR INILEX, INC.

## **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served on counsel of record by the Court's CM/ECF system per Local Rule CV-5(a)(3) on this 12th day of February, 2009.

**/s/ Eric J. Cassidy**

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Eric J. Cassidy